## UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WISCONSIN

MARC GOODELL,
PHILIP POWERS,
CHAD WERTH,
ROSS BLAKLEY,
DOMINICK P. TUCKER,
JUSTIN ROSE, and
KYLE CRAWFORD,
on behalf of themselves and a class
of employees and/or former employees
similarly situated,

Plaintiffs,

Case No. 08-cv-512-C

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CHARTER COMMUNICATIONS, LLC, and CHARTER COMMUNICATIONS, INC.

Defendants.

## **JUDGMENT**

## IT IS HEREBY ADJUDGED AND DECLARED that:

- 1. Except as otherwise specified herein, the Court for purposes of this Judgment adopts all defined terms set forth in the Stipulation and Agreement to Settle Class Action (Docket No. 72-2) ("Settlement Agreement").
- 2. The Authorized Claimants, as defined in the Motion for Final Settlement Approval and Final Class Certification and in the Settlement Agreement (which Authorized Claimants are specifically identified in the attached Exhibit A, both by name and specific personal recovery), shall recover from Defendants the total sum of

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\$5,102,499.52 in Settlement Payments, as defined and provided for in the Settlement Agreement.

- 3. Class Counsel shall recover from Defendants the total sum of \$5,400,000.00, inclusive of attorneys' fees and costs, as such amount has been deemed reasonable by the Court and will be paid as provided for in the Settlement Agreement.
- 4. Defendants shall pay to Plaintiff Marc Goodell the total sum of \$25,000.00 as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.
- 5. Defendants shall pay to Plaintiff Philip Powers the total sum of \$10,000.00 as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.
- 6. Defendants shall pay to Plaintiff Chad Werth the total sum of \$10,000.00 as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.
- 7. Defendants shall pay to Plaintiff Ross Blakley the total sum of \$10,000.00 as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.
- 8. Defendants shall pay to Plaintiff Dominick Tucker the total sum of \$10,000.00 as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.
- 9. Defendants shall pay to Plaintiff Justin Rose the total sum of \$5,000.00 as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.

Defendants shall pay to Plaintiff Kyle Crawford the total sum of \$5,000.00 10. as an Enhancement Payment for all work and services that he contributed to the case, as defined and provided for in the Settlement Agreement.

Without affecting the finality of this judgment in any way, the Court

retains jurisdiction over this matter for purposes resolving issues relating to

interpretation, implementation, enforcement, effectuation and administration of the

Settlement Agreement and the Final Order.

This action is hereby dismissed with prejudice, each side to bear its own 12.

costs and attorneys fees, except as provided by the Settlement Agreement and the Court's

orders.

11.

Entered this 24th day of September 0,

BY THE COURT:

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Barbara B. Crabb

United States District Court Judge

Peter Oppeneer

Clerk of Court